REMARKS

Claims 1-8, 10-27, 37-39 and 40-47 are rejected under 35 USC §103(a) as being unpatentable over Terry (2001/0012346 A1) in view of Wong (6,115,690). Reconsideration and withdrawal of these rejections are respectfully requested.

The Office Action of October 8, 2003 acknowledges that Terry fails to disclose disputing a bill and to create a Credit Memo Request. The outstanding Office Action further acknowledges that Terry fails to disclose a user interface to enable the customer to create a credit memo request on disputed invoice and to submit the credit memo request to the deploying company.

It is respectfully submitted that Wong does not teach, alone or in combination with Terry, the recited step of enabling the customer to remotely dispute all or a portion of the displayed invoice by providing the customer with a user interface configured to enable the customer to create a credit memo request on the disputed invoice and to submit the created credit memo request to the deploying company, as claimed. Support for this assertion is presented below in detail.

Each of the independent claims recites a step of

> **enabling the customer to remotely dispute all or a portion of the displayed invoice by providing the customer with a user interface configured to enable the customer to create a credit memo request on the disputed invoice and to submit the created credit memo request to the deploying company.**

In view of the acknowledged shortcomings of Terry, it falls to the secondary reference to Wong to teach or to suggest the missing subject matter. This missing subject matter includes a user interface configured to enable a user to create a credit memo request, as well as to supply teachings or suggestions that would lead a person of ordinary skill in the art to enable customer to remotely dispute bills, as required by each of the pending independent claims.

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I. <u>Wong does not teach or suggest enabling a customer to remotely dispute an invoice</u>

The term "dispute" does not even appear in the Wong patent, nor do similar terms such as "contest" or "argue". The claimed subject matter of disputing an invoice or a portion thereof is simply not addressed in Wong. Therefore, when combined with Terry (from which this very same subject matter is acknowledged by the Office to be missing), the applied combination does not teach of suggest the enabling step of the invention as a whole, as required to support a rejection under §103(a). This fundamental shortcoming is, in itself, believed to be fatal to the applied rejection.

II. <u>Wong does not teach or suggest providing the customer with a user interface configured to enable the customer to create a credit memo request on the disputed invoice</u>

The following excerpts from Wong constitute the <u>entirety</u> of Wong's teachings relative to the subject of credit memos:

> (1)   The integrated processes also automates returns and credits both on the customer side and the vendor side. Returns and credits may be necessitated by user errors that go undetected by the system, by overcharges for freight, or numerous other circumstances. Return requests, Return Merchandise Authorizations, credit memos and accounting adjustments may all be handled electronically. Col. 6, lines 56-62

> (2)   Most often, parts will not be ordered by the customer but rather by service personnel. Nevertheless, customers are able to track the status of the part order themselves. Navigating to a Tracking page, FIG. 25, causes this option and various other tracking options to be displayed. From this page, the customer can track sales order status, RMA and service part status as just described, product purchase history, return and service history, customer invoice and credit memo status, etc. A text box for special comments and phone/fax/email fields are provided as before. Col. 16, lines 22-31. Col. 17, lines 40-47.

> (3)   Quick credit memo lookup Table 1, Col. 21

> (4)   As shown in FIG. 76, a lookup table may be used complete various fields of an RMA record based on the selected return type. If a return is for credit, for example, then return type 1 is the corresponding return type. Depending on whether payment was by check, credit card or credit memo, different fields may be applicable. In the present example, however, the mode of payment does not affect the manner in which the RMA is completed. As noted previously, an RMA has both a customer side and a vendor side. In FIG. 76 therefore, each table cell has an upper half corresponding to the vendor side (V) and a lower half corresponding to the customer side (C). To take a few example fields, in the case of a return for

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credit, no replacement product is called for, hence the Repl MWS column is marked N, for no. Since no replacement product is expected, then on the vendor side, the Rec'd column is N/A, and on the customer side, the Ship column is N/A. Similar logic dictates the way in which the remainder of the table is completed. Col. 29, line 58 to Col. 30, line 9.

(5)   21. The method of claim 20, comprising the further steps of:
       receiving a returned item; and
       automatically generating a credit memo for said returned item.

Since the above-excerpted passages constitute all that Wong has to say about credit memos, it follows that if these passages do not provide the teachings or suggestions that is acknowledged to be missing from the primary reference, the applied combination does not and cannot support the outstanding §103(a) reference.

Excerpt (1) only states that credit memos are handled electronically and that credits are automated. This excerpt does not teach a) enabling customers to remotely dispute an invoice or a portion thereof, or b) a user interface enabling the customer to create a credit memo request, as claimed.

Excerpt (2) only teaches tracking (presumably, pre-existing) credit memos, not the ability to create a credit memo request or a user interface for that purpose, as claimed.

Excerpt (3) is simply an option in a base table of Wong's database.

Excerpt (4) teaches that a lookup table may be used to complete an RMA. The payment mode, Wong teaches us, may be by credit memo and that the mode of payment affects the fields of the RMA record. Again, Wong does not teach or suggest a user interface enabling a user to create a credit memo request or any other ability to remotely dispute all or a portion of an invoice.

Excerpt (5) is Wong's claim 21 simply teaches that a credit memo may be automatically generated upon receiving a returned item. This does not constitute a teaching or a suggestion of a

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user interface as claimed or of the ability of a customer to create a credit memo request to dispute all or a portion of an invoice remotely, as also claimed herein.

Therefore, it is clear that Wong does not provide the primary reference with the teachings or suggestions of the subject matter that is acknowledged by the Office to be missing therefrom.

Neither Figs. 25A nor 25B noted by the Examiner show or suggest any type of user interface that would enable a customer to remotely dispute all or a portion of an invoice, as required by the claims. Figs. 25A and 25B allow a customer to track 1) sales order status, 2) return product and service part status, 3) product purchase summary, 4) return and service history and 5) accounting information, and NOT to create a credit memo request, as claimed.

Fig. 40 shows a screen that shows that credit memo OR10-A21383 has not been taken yet. This does not constitute a teaching or a suggestion of any user interface that would enable a customer to dispute all or a portion of a bill and to create a credit memo request, as claimed.

In summary, there is not objective basis in either Terry or Wong (whether considered singly or in combination) for the Office's contention that the applied combination teaches or suggests the claimed inventions. Kindly note that not one figure, among the **395 drawing sheets** of Wong, shows any user interface that that would enable a customer to dispute all or a portion of a bill and to create a credit memo request, as claimed. If such existed, it surely would have been included therein (everything else was). The reason for this lack of written description or drawing is because Wong does not teach or suggest any such user interface or any such functionality. Therefore, the applied combination cannot teach or suggest the claimed inventions to those of ordinary skill in the art, at the time the claimed inventions were made.

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In view of the foregoing, the §103(a) rejection is demonstrably untenable and should be withdrawn. The same is, therefore, respectfully requested.

Regarding claims 5 and 51 and the restrictions on keyword search, the Examiner's Official Notice is hereby traversed. As required when traversing Official Notice, the Examiner is hereby respectfully requested to produce evidence of the well-known facts asserted in the Official Notice. However, even assuming *arguendo* that it is well known to restrict keyword searching in the manner of claims 5 and 51, these claims incorporate by reference all of the limitations of their respective base claims and are, therefore, believed to be patentable relative to the applied combination. As the Examiner recalls, Official Notice must be based on facts outside of the record which are capable of instant and unquestionable demonstration as being "well-known" in the art. See MPEP §2144.03. Such demonstration is respectfully requested, unless this application is allowed on the basis of the present response.

Applicants' attorney believes that all claims are allowable as incorporating allowable subject matter and that the present application is now in condition for an early allowance and passage to issue. If any unresolved issues remain, the Examiner is respectfully invited to contact the undersigned attorney of record at the telephone number indicated below, and whatever is required will be done at once.

Respectfully submitted,

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